

JS 44 (Rev. 07/16)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Brenda Hoffman

DEFENDANTS

Allied Building Corporation

(b) County of Residence of First Listed Plaintiff **Carbon**
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **Lehigh**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)
Paul E. Vangrossi, Esquire
319 Swede St., Norristown, PA 19401
610-279-4200

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|---------------------------------------|----------------------------|---------------------------------------------------------------|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Products Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 831 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 216 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation - Transfer
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 U.S.C.A. Section 1132

Brief description of cause:

Breach of Fiduciary Duty

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$321,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

9/15/2017

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ALLIED BUILDING CORPORATION

NO.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration -- Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management -- Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (x)

315101
Attorney for Plaintiff
paulevangrossi@gmail.com

E-Mail Address

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: Brenda Hoffman, 149 Railroad Lane, Weatherly, PA 18255

Address of Defendant: Allied Building Corporation, 574 Main St., #200, Bethlehem, PA

Place of Accident, Incident or Transaction: Lehigh County, PA
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?

(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a))

Yes ☐ No ☒

Does this case involve multidistrict litigation possibilities?

Yes ☐ No ☒

RELATED CASE, IF ANY:

Case Number: _____ Judge _____ Date Terminated: _____

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?
Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court?
Yes ☐ No ☒
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?
Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

A. Federal Question Cases:

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☒ All other Federal Question Cases
(Please specify) ERISA

B. Diversity Jurisdiction Cases:

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. ☐ All other Diversity Cases

(Please specify) _____

ARBITRATION CERTIFICATION

(Check Appropriate Category)

- I, Paul E. Vangrossi, counsel of record do hereby certify:
- ☒ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs;
- ☐ Relief other than monetary damages is sought.

DATE: 9/15/2017

Paul E. Vangrossi

Attorney-at-Law

315101

Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 9/15/2017

Paul E. Vangrossi

Attorney-at-Law

315101

Attorney I.D.#

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BRENDA HOFFMAN	:	NO.
149 Railroad Lane	:	
Weatherly, PA 18255	:	
VS.	:	
ALLIED BUILDING CORPORATION	:	
574 Main St #200	:	
Bethlehem, PA 18018.	:	

COMPLAINT

1. This Complaint seeks recovery of life insurance benefits payable to Plaintiff under the terms of two group term life insurance policies issued by Defendant, Allied Building Corporation (hereinafter referred to as Allied) through its insurer and administrator, UNUM Life Insurance Company of America (hereinafter referred to as UNUM). Plaintiff's spouse, Eric Hoffman, died on January 27, 2016.

2. This case presents a claim for recovery of group life insurance benefits governed by ERISA. This Court has jurisdiction of the dispute pursuant to 29 U.S.C.A. §1132.

3. Plaintiff submitted her claim for life insurance benefits for the death of her husband Eric Hoffman to UNUM within 90 days of his untimely death. On March 7, 2016, plaintiff received a letter from UNUM denying her claim for life insurance under the policies (UNUM's March 7, 2016 denial letter is attached hereto as Exhibit "A"). Plaintiff promptly appealed UNUM's denial and received a letter denying her appeal on May 3, 2016 (UNUM's May 3, 2016 denial letter is attached hereto as Exhibit "B"). Under the terms of the plan, it is to be construed and interpreted in accordance with the

provisions of ERISA, the United States Code Annotated, and the laws of Pennsylvania.

4. In both UNUM's March 7, 2016 and May 3, 2016 denial letters, UNUM points to the fact that Allied failed to inform UNUM that Eric Hoffman had been laid off.

PARTIES

5. The plaintiff is Brenda Hoffman, an individual, citizen and resident of the Commonwealth of Pennsylvania, who resides at 149 Railroad Lane, Weatherly, PA 18255.

6. Defendant, Allied Building Corporation, is, on information and belief, a Corporation organized under the laws of Pennsylvania with a principal place of business located at 574 Main St #200, Bethlehem, PA 18018. It has adopted the UNUM Group Term Life Insurance Plans for the benefit of its employees. Defendant employer is the administrator of the UNUM Group Life Insurance Plan and Accidental Death and Dismemberment Insurance Policy (A copy of the Insurance policies is attached hereto as Exhibit "C").

7. Defendant Allied's principal place of business is located in Lehigh County and therefore the Eastern District of Pennsylvania.

FACTUAL BACKGROUND

8. Eric Hoffman was hired by Allied in 2006. Prior to this Mr. Hoffman had been working for Allied as a union employee.

9. In 2012, Mr. Hoffman was added to Allied's Group Life Insurance Plan and Accidental Death and Dismemberment Insurance Policy issued through UNUM.

10. The Life Insurance Policy provided for a maximum benefit of \$71,000.00.

11. The Accidental Death and Dismemberment Insurance Policy provided for a

maximum benefit of \$250,000.00. (Employer Statement on UNUM Group Life and/or Accidental Death Claim Form is attached hereto as Exhibit "D")

12. Eric Hoffman was routinely laid off by Allied during the winter months then rehired in the spring.

13. Eric Hoffman's last day physically at work prior to his death was October 26, 2015.

14. Allied repeatedly paid Mr. Hoffman's Accidental Death and Dismemberment and Life Insurance Policy premiums during the periods when Mr. Hoffman was laid off during the winter months and would deduct the amounts they paid for the premiums from Mr. Hoffman's checks when he returned to work the following spring.

15. Allied assured Mr. Hoffman that his Accidental Death and Dismemberment and Life Insurance Policies were still active and enforceable during the periods of time that he was laid off.

16. Allied at no time informed Mr. Hoffman that he could and should convert his group policies to an individual policy while he was laid off nor did Allied ever send plaintiff any form of notice that Mr. Hoffman's life insurance had ended.

17. Mr. Hoffman was never provided a summary plan description as required by ERISA.

18. When plaintiff confronted Allied about UNUM denying the policy benefits after the death of plaintiff's husband Denise Schaffer, Allied's controller, told plaintiff that she was sorry and that she had no idea that Mr. Hoffman was not covered and had to convert the policies to an individual policy after he was laid off.

19. Allied was the plan administrator of both the UNUM Accidental Death and

Dismemberment and Life Insurance Policies.

20. Allied owed a fiduciary duty to the plaintiff.

COUNT 1 BREACH OF FIDUCIARY DUTY - ALLIED

21. Plaintiff reasserts all of the allegations as previously set forth in the preceding paragraphs.

22. Plaintiff is entitled to the full amount of the Accidental Death and Dismemberment and Life Insurance Policies.

23. The plans' portability application period for Eric Hoffman to apply for individual term life coverage under both plans was 31 days from the date that Eric Hoffman began working less than the minimum number of hours required under the plan.

24. Allied had a duty to inform UNUM when Mr. Hoffman began working less than the minimum amount of hours under the plan.

25. Allied failed to inform UNUM of Mr. Hoffman's temporary layoff.

26. After plaintiff's death Allied did inform UNUM that Eric Hoffman had stopped working due to a "temporary layoff due to lack of work" and that the premiums had been paid through January 31, 2016 and that Mr. Hoffman's employment had not been terminated.

27. As plan administrator, Allied had a duty to inform Mr. Hoffman of his right to convert his group policies to individual policies.

28. Allied not only failed to inform Mr. Hoffman of his conversion right Allied specifically informed Mr. Hoffman that he was covered and continued to pay the premiums due under the group policies .

29. As plan administrator and fiduciary Allied breached its duty of informing Mr. Hoffman of his right to convert his group policies to individual policies.

COUNT III - ATTORNEY'S FEES

30. Plaintiff reasserts all of the allegations as previously set forth in the preceding paragraphs.

31. Under the express terms of ERISA, Plaintiff is entitled to recover all of her reasonable attorney's fees incurred prosecuting these claims.

WHEREFORE, Plaintiff respectfully requests that this Court issue the following relief:


1. Defendant be ordered to pay life insurance and accidental death benefits to plaintiff for the death of Eric Hoffman in the Sum of \$321,000.00.

2. Defendant be ordered to pay pre and post judgement interest on Plaintiff's claims in accordance with Pennsylvania law; and

3. Defendant be ordered to pay Plaintiff's reasonable costs and attorney's fees incurred prosecuting these claims.

4. The Court grant such other relief.

VANGROSSI & RECCHUITI

BY: 
PAUL E. VANGROSSI
Attorney for Plaintiff
Attorney's I.D.#315101
319 Swede Street
Norristown, PA 19401
(610-279-4200)

VERIFICATION

I verify that the facts set forth in the foregoing pleading are true and correct.

I understand that false statements herein are made subject to the penalties of

13 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Brenda Hoffman

DATE: 9/15/17